

Caption

FILED IN PRO SE

By: Angela S. Fanelli

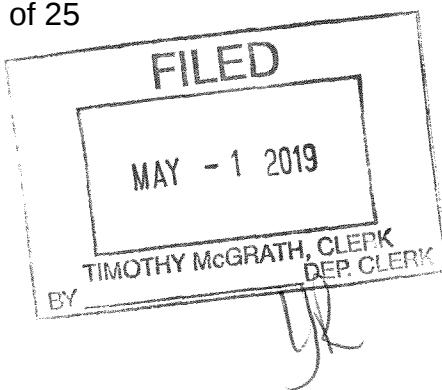
5981 Atkinson Road,

New Hope, Pennsylvania, 18938

(215) 262-6302; (800) 807-9171 - facsimile

mfici@comcast.net.com

Debtor



In Re:

ANGELA S. FANELLI

Case No.: 19-11130Judge: AMCChapter: 13**CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION TO** CREDITOR'S MOTION or CERTIFICATION OF DEFAULT TRUSTEE'S MOTION or CERTIFICATION OF DEFAULT

The debtor in the above-captioned chapter 13 proceeding hereby objects to the following (choose one):

1.  Motion for Relief from the Automatic Stay filed by US Bank, NA, creditor,

A hearing has been scheduled for MAY 7, 2019, at 11:00 a.m.

OR

Motion to Dismiss filed by the Standing Chapter 13 Trustee.

A hearing has been scheduled for \_\_\_\_\_, at \_\_\_\_\_ m.

Certification of Default filed by \_\_\_\_\_, creditor,

I am requesting a hearing be scheduled on this matter.

OR

Certification of Default filed by Standing Chapter 13 Trustee

**I am requesting a hearing be scheduled on this matter.**

2. I am objecting to the above for the following reasons (**choose one**):

Payments have been made in the amount of \$ \_\_\_\_\_, but have not bee

Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**): \_\_\_\_\_

\_\_\_\_\_

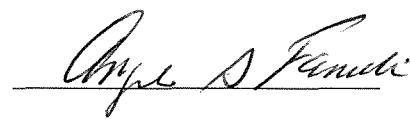
Other (**explain your answer**):

The Debtor has submitted a Completed Short Sale Application Package with Proof of Funds from a Bonafede Third Party Buyer and is now waiting for determination and consideration of the purchase offer from the Creditor, US Bank, N.A. / Movant Co.. The Creditor has a first lien mortgage position on the subject property which would be satisfied to a greater extent by the existing purchase offer. In addition, the Third-Party purchase offer includes funds for the settlement of additional unsecured creditor claims against the Debtor. These funds would greatly contribute towards the satisfaction of these unsecured creditor claims as well. Please See Exhibit A.) Purchase and Sale Agreement Dated 04/16/2019, Exhibit B.) Short Sale Certificate of Filing dated 04/30/2019, and Exhibit C.) Letter Regarding Submittal of Purchase Offer on Short Sale.

3. This certification is being made in an effort to resolve the issues raised by the creditor in its motion.

4. I certify under penalty of perjury that the foregoing is true and correct.

Date: May 1<sup>st</sup>, 2019 (05/01/2019)



Date: May 1, 2019

Debtor's Signature

**NOTE:**

1. This form must be filed with the court and served upon the Standing Chapter 13 Trustee and Creditor at or before the May 2<sup>nd</sup>, 2019 date.

**Exhibit A.**

**Purchase and Sale Agreement**

**Dated: April 16<sup>th</sup> 2019**

## SALES AGREEMENT-CONTRACT FOR SALE OF REAL ESTATE

### THIS SALES AGREEMENT-CONTRACT FOR SALE OF REAL ESTATE

(hereinafter referred to as "Sales Agreement," "Contract" or "Contract for Sale") is made this 15<sup>th</sup> Day of April, 2019 By and Between Angela Fanelli and Estate of Andrew Fanelli hereinafter referred to as the Seller(s) and **Raritan Valley Holdings LLC** and/or assigns, hereafter called the Buyer. The Buyer and the Seller shall hereafter jointly be referred to as the "Parties."

1. DESCRIPTION OF THE PREMISES: Seller(s) agree to sell and buyers agree to buy the property located at: 316 Dutchman's Pt Road, Mantoloking, NJ 08738. Description as Written as Follows: Block (44.05) Lot (32)

Description includes any fixtures, window and floor coverings, built in appliances, draperies including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees and other permanently attached items now on the Premises.

#### I. PURCHASE PRICE:

The Seller agrees to convey all right, title and interest in the property to the buyer for the sum of: \$ 1,500,000.00  
with Earnest money in the amount upon the signing of this Contract of: \$ 1,000.00

TOTAL CONTRACT SALES PRICE(CASH): \$1,500,000.00

(Earnest Money Is Included in the Total Purchase Price, to be held in Escrow by Buyers Attorney ("Escrowee") until time of closing)

#### II. TERMS: The following terms are applicable to this Contract:

- 1) COSTS: Closing costs, attorney fees, title fees, and other miscellaneous costs are to be paid in full by Buyer.
- 2) TRANSFER TAXES: Transfer Taxes are to be paid by the Buyer.
- 3) OTHER TAXES: Any taxes (not including Transfer Taxes), personal and property liens, Encumbrances, and/or Mortgage Notes Owed will be closed and paid in full by the Buyer.
- 4) TIME OF CLOSING: The Parties agree that all dates included in this Agreement are of the essence. The Seller and Buyer will set the closing date to be as soon as possible for all parties, but no later than 60 Days or sooner after the date of this Agreement. Payment of the balance of the Purchase Price by Buyer shall be made at the date of closing. Seller shall have the right of quiet enjoyment to the property as outlined in the Addendum to the Purchase Agreement. If the closing is not possible within this time due to issues pertaining to title or owner occupancy issues than the closing may be

Signatories Initials: CF/BF

extended for forty-five (45) business days at the option of the Seller.

- 5) **CONDITION:** The Property is sold in an "as is" condition with no warranties express, implied or stated from the Seller.
- 6) **SUFFICIENT ASSETS:** Buyer represents that Buyer has all necessary cash assets, together with the mortgage loan proceeds, to complete the Closing. Should Buyer not have sufficient cash assets at Closing, Buyer will be in breach of this Agreement and Seller shall be entitled to any remedies as provided by law.
- 7) **ACCESS:** The Seller shall provide the Buyer with permission to access the Property for purposes including, but without limitation, an evaluation of the Property for repairs needed and for final inspection. If the Property is vacant the Seller shall provide the Buyer with a key or other through means of access as required by the Buyer, specifically for the reasons set forth in this Paragraph 6 of this Agreement. The Seller shall provide the buyer with a key to the property, or such other means of access to the Property, on the date of Ratification.
- 8) **ITEMS INCLUDED AND EXCLUDED FROM SALE:** The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings, fencing, gas and electric utility lines, and AC Systems. The Property and this Agreement of sale is subject to certain exclusions which include all furnishing not permanently attached to the building(s) as well as:
  - Two (2) boat lifts and controls as well as dock electrical standish
  - Dock / landscape lights
  - Refrigerators in kitchen and garage
  - Dishwasher
  - Washer and dryer
  - Hot-tub and pool heater
  - Stain glass window in center foyer
- 9) **INSURANCE:** This offer is contingent on the Seller providing clear title to the Buyer. The Buyer shall work with the Seller to clear any liens against the Estate of Andrew Fanelli, Angela Fanelli and all assets. This offer and this agreement is subject to the financial partner's approval and any and all earnest money shall be refunded to the Buyer for any reason.
- 10) **TITLE:** The Title report and survey to the Property, if required, shall be ordered promptly and, if not available on the settlement date then Buyer and Seller agree the Settlement may be delayed for up to fourteen (14) days to obtain the Title report and survey after which this Agreement-Sales Contract may be terminated and the deposit money shall be refunded in full by the Seller to the Buyer.
- 11) **LEASES:** All leases and any subleases or assignment of leases and estoppels letters along with any rent roll(s) for the Property shall be provided by the Seller to the Buyer within twenty (20) days after execution of this Sales Contract.

Signatories Initials: 

- 12) **ZONING COMPLIANCE:** Seller makes no representations concerning existing zoning ordinances, except that the Seller's current use of the Property is not presently in violation of any zoning ordinances. Some municipalities may require Certificate of Occupancy or Housing Code Letters to be issued. If any is required for this Property, the Buyer shall obtain these at Buyers Expense.
- 13) **LEAD BASED PAINT HAZARD STANDARD WARNING STATEMENT:** Buyer acknowledges receipt of the EPA standard pamphlet entitled "Protect your family from lead in your home." Moreover, Buyer understands that every purchaser of any interest in residential real estate property on which residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may pose a health risk. Seller does not believe any lead paint hazard presently exist at the Property however, Buyer shall conduct their own due diligence and inspections to indicate that no lead-based paint hazard is present at the property which shall be conducted at their own cost if desired by Buyer.
- 14) **DEFECTS:** Seller warrants the subject Property to be free from any hazardous substances and from violation of any zoning, environmental, building, health or other governmental code(s) or ordinance(s). It is recognized that the property is being purchased as a short-sale and in an as-is condition.
- 15) **RISK OF LOSS:** If the subject Property is damaged prior to transfer of title then the Buyer has the option of accepting any insurance proceeds with title to the Property in an "as is" condition or of cancelling this Contract of Sale and accepting return of the deposit.
- 16) **RELEASES:** Occupants and their heirs and assigns hereby release Owner and its representatives, officers, directors, members, employees, attorneys, agents, insurers, reinsurers, parent companies, affiliates, subsidiaries, shareholders, predecessors, successors, and or assigns from all claims, liabilities, costs and expenses, damages, actions, and causes of action of whatever kind or nature known or unknown arising out of, related to or connected in any way to the Property or the Occupants personal property after the consummation of sale.
- 17) **VOLUNTARINESS & CHOICE OF COUNSEL:** The parties agree and acknowledge that no representative of any kind concerning any subject matter contained in this Agreement has been made by any party hereby released nor by any agent, representative or attorney of any party, which has in any way influenced them in their decision to enter into this Agreement. The Parties have been separately represented by counsel in the negotiation on this Agreement or have had the opportunity to be represented by counsel of their own choosing in the negotiation and execution of this Agreement, or have had the opportunity to be represented by legal counsel.
- 18) **RESPONSIBILITY OF HOME OWNERSHIP:** Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can make in a lifetime, all aspects of this transaction require considerable

Signatories Initials: *C.W. / B.L.*

analysis and investigation and Buyer has conducted such analysis and investigation before closing on the Purchase.

- 19) **MEGAN'S LAW STATEMENT:** Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. The Seller and seller representatives are not entitled to notification by the county prosecutors office under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you as the Buyer and you may obtain information from the Internet Registry of Sex Offenders using [www.njsp.org](http://www.njsp.org). Neither the Seller nor their representatives make any representation as to the accuracy of the information provided on the registry.
- 20) **STANDARD NOTIFICATION REGARDING OFF-SITE CONDITIONS:** Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. Seq. the clerks of municipalities in New Jersey maintains a list of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyer may examine the list and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.
- 21) **NOTICE OF INSURANCE:** Buyer should obtain appropriate casualty and liability insurance for the property as occasionally there are issues or delays in obtain needed insurance. It is the Buyers responsibility to obtain any insurance for the property after closing.
- 22) **CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT:** By signing below, the Buyer and Seller acknowledge that they received the Consumer Information Statement on new Jersey Real Estate Relationships prior to the transaction closing on the Property.
- 23) **DISPUTES:** The parties to this Agreement agree that any dispute arising out of this Agreement shall be governed by the law of the state of New Jersey.
- 24) **SEVERABILITY:** If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable then the remainder of this Agreement shall nonetheless remain in full force and effect.
- 25) **ASSIGNABILITY:** This Agreement shall not be assigned without the written consent of the Seller.
- 26) **CORPORATE RESOLUTIONS:** If Buyer decides to Purchase the property with a corporate or other entity, the person signing below on behalf of the entity, represents

Signatories Initials: 

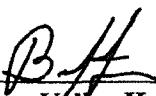
that all required corporate resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

- 27) **SIGNATURES:** For all purposes herein an electronic or facsimile signature shall be deemed to be the same as an original signature.
- 28) **PRIOR AGREEMENTS:** No prior agreements or representations shall be binding upon the Buyer or seller unless included in this Contract and no modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the Parties intended to be bound by it. It is understood that the Contingent Addendum to Purchase and Sale Agreement is executed as part of this Purchase and Sale Agreement and the terms of which are accepted by both Parties as being in full affect as one and the same part of this Agreement.
- 29) **CHANGES:** Any and all changes to this Contract must be made in writing and mutually agreed upon by the parties.
- 30) **ACCEPTANCE:** This Contract shall become a binding Contact upon acceptance by the Seller and signed by both the buyer and the Seller.
- 31) **TITLE COMPANY:** The title company for this transaction shall be determined.
- 32) **EXPIRATION:** This offer expires within Seven (7) Days of the Contract request. The Buyer reserves the right to extend this offer to the Seller.
- 29) **OTHER TERMS AND CONTRACTURAL PROVISIONS** See Contingent Addendum to Purchase and Sale Agreement.
- 30) **CAPACITY & KNOWING:** Seller represents to the Buyer that at the time of negotiating with the Buyer and entering into this Agreement with the Buyer that the Seller is age eighteen (18) years or older, of sound mind and not under the influence of any medication whether prescribed by a physician or not so prescribed, or substance whether prescribed by a physician or not so prescribed, or is suffering from any past or present mental defect or psychological, psychiatric or other organic medical impairment which renders them unable to understand and appreciate the terms of this Agreement and the negations of any terms of this Agreement by them in contracting with the Buyer and in the execution of this Agreement by the Seller in entering into this Agreement with the Buyer and that they have the soundness of mind and capacity to enter into this Agreement and fully understand and appreciate all of the terms of this Agreement and have been given ample time to review same with the benefit of counsel of their choosing and/or any third parties of their choosing to explain or clarify any of the terms of this Agreement.
- 31) **VOLUNTARINESS:** Seller represents to the Buyer that they knowingly, freely and voluntarily enter into this Agreement, comprehending all of its terms, and that no promises other than set forth in this Agreement or any threats have been made to

them either by the Buyer, its representatives, officers, directors, members, employees, attorneys, agents, insurers, reinsurers, parent companies, affiliates, subsidiaries, shareholders, predecessors, successors, and or assigns, in entering into this Agreement and that the seller voluntarily enters into this Agreement.

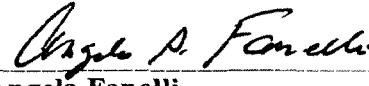
THIS "AGREEMENT-CONTRACT OF SALE" entered  
This 16<sup>th</sup> Day of April day of 2019 by and between:

BUYER

  
**Raritan Valley Holdings LLC**  
75 Washington Valley Rd.  
Bedminster, NJ 07921

DATE: 04/16/2019

SELLER:

  
**Angela Fanelli**  
316 Dutchman's Pt Rd  
Mantoloking, NJ 08738

DATE: 04/16/2019

Signatories Initials: \_\_\_\_\_ / \_\_\_\_\_

**Exhibit B.**

**Short Sale Filing Certificate**

**Dated: April 30<sup>th</sup> 2019**

4-30-19

To: Short Sale Dept  
949-344-2200

Fax

800-  
807-9171

From: Terry Watkins  
609-547-9377  
Law Office of Gray Crowley

#16000 37069

Estate of Andrew Tonelli  
316 Datchmen's Pl Rd  
Mantoloking NJ 08758

Package is for short sale



15480 Laguna Canyo  
Suite 100  
Irvine, CA 92618  
888.699.5600 toll free  
949.341.0777 local  
949.341.2200 fax  
www.rushmorelm.com

THIRD PARTY AUTHORIZATION REQUEST FORM

Please complete:

Date: 4/16/19

Loan Number: 7600027069

Property Address: 316 Dutchman PL Rd.

City and State: Manaloking NJ Zip Code: 08738

The undersigned individuals have a loan serviced by Rushmore Loan Management Services LLC ("RUSHMORE") and hereby authorize RUSHMORE, its associates, agents and/or assigns the right to discuss the above referenced mortgage loan with the following named individuals (hereinafter, "Designated Agents").

Please state in what capacity these individuals are representing you next to their names, for example: real estate agent, loan officer, attorney, spouse, loss mitigation advisor, etc. If the authorized party is legal counsel for you then we also require that they submit a separate letter of representation to our office that specifies in what capacity they represent you.

Designated Agent:

Terry Watkins

Name

609 517 9377 Legal Assistant

Phone No.

Relationship to Borrower

Name

Phone No.

Relationship to Borrower

I/We hereby authorize RUSHMORE to discuss my/our request for payment assistance/foreclosure alternatives with the individual(s) that I/We have identified above as my/our Designated Agent(s). Further, RUSHMORE is hereby authorized to negotiate the terms of a workout agreement with my/our Designated Agent and to deliver documents to my/our Designated Agent which conceives my/our request for payment assistance/foreclosure alternatives. I/We understand that I/We will be fully responsible for reviewing any information that is sent by RUSHMORE to my/our Designated Agent. This Authorization will remain effective until I/We specifically notify RUSHMORE's Home Retention Department in writing that this Authorization is of no further force and effect.

Juli Hall  
Borrower Signature:

4/16/19

Date

Borrower Signature

Date

Borrower Signature

Date

Borrower Signature

Date

OMB Approval No. 2502-165

## A. Settlement Statement (HUD-1)

## B. Type of Loan

1.  FHA 2.  RHS 3.  Conventional  
4.  VA 5.  Conv.Ins.

C. Notice: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

## D. Name &amp; Address of Buyer:

G. Property Location:  
316 Dutchmans Point Road  
Mantoloking NJ 08738

BLOCK: 44.05 LOT: 32

## J. Summary of Borrower's Transaction

## 100 GROSS AMOUNT DUE FROM BORROWER

101 Contract Sales Price

1,500,000.00

102 Personal Property

401 Contract Sales Price

1,500.00

103 Settlement Charges to Borrower (Line 1400)

3,800.00

104

402 Personal Property

105

403

## Adjustments For Items Paid By Seller In Advance

106 City/Town Taxes

404

107 County Taxes

405

108 Assessments

406

109

407

110

408

111

409

112

410

120 Gross Amount Due From Borrower

411

## 200 Amount Paid by or in Behalf of Borrower

412

201 Deposit Or Earnest Money

420 Gross Amount Due To Seller

1,500.00

202 Principal Amount Of New Loan(s)

500 Reductions in Amount Due to Seller

203 Existing Loan(s) Taken Subject To

501 Excess Deposit (See Instructions)

204

502 Settlement Charges to Seller (Line 1400)

107.50

205

503 Existing Loan(s) Taken Subject To

206

504 Payoff of Rushmore (U.S. Bank dba Truman 2013 SC4 Tru)

2,437.88

207

505 Relocation Bonus to Seller

3.00

208

506 Payoff of TD Bank Judgment (Release to be obtained)

10.00

209

507 Brick Township Water and Sewer

2,534.00

## Adjustments For Items Unpaid By Seller

508

210 City/Town Taxes

509

211 County Taxes

510 City/Town Taxes

10.00

212 Assessments

511 County Taxes

10.00

213

512 Assessments

10.00

214

513

215

514

216

515

217

516

218

517

219

518

220 Total Paid By/For Borrower

519

## 300 Cash At Settlement From/To Borrower

520 Total Reduction Amount Due Seller

2,851.12

301 Gross Amount Due From Borrower (Line 120)

601 Cash At Settlement To/Prom Seller

1,500.00

302 Less Amount Paid By/For Borrower (Line 220)

602 Gross Amount Due To Seller (Line 420)

2,851.12

303 Cash

603 Less Reductions In Amount Due Seller (Line 520)

1,500.00

From

604 Cash To/Prom Seller

2,851.12

To Borrower

605 Previous editions are obsolete

1,500.00

The Public Reporting Burden for the collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Terry Watkins Apr 30 19, 04:37 p

Terry Watkins

6099386177

2  
a



**DONALD PETRILLE, JR., ESQUIRE**

Register of Wills and Clerk of the Orphans' Court  
Bucks County Administration Building  
55 E. Court Street, Doylestown, PA 18901

**SHORT CERTIFICATE**

Commonwealth of Pennsylvania : ss  
County of Bucks :

I, DONALD PETRILLE, JR., ESQUIRE, Register of Wills in and for the County of Bucks, in the Commonwealth of Pennsylvania, DO HEREBY CERTIFY that on this 12th day of April, 2018, LETTERS TESTAMENTARY, on the Estate of Andrew T. Fanelli, AKA Andrew T. Funelli D.O., deceased were granted to Angela S. Funelli having first been qualified well and truly to administer the same. And, I further certify that no revocation of said Letters appears of record in my office.

Given under my hand and seal of office this 12th day of April, 2018.

By: Donald Petrille, Jr., Esquire  
Register of Wills

Date of Death: March 15, 2018

Social Security No: 143-34-9807

File No.: 2018-01-86

**NOT VALID WITHOUT SIGNATURE AND IMPRESSED SEAL**



15480 Laguna Canyo Rd.  
Suite 100  
Irvine, CA 92618  
888.699.5600 toll free  
949.341.0777 local  
949.341.2200 fax  
www.rushmorelm.com

**HARDSHIP LETTER**

Please complete:

Date: 4-16-19

Property Address: 316

Dutchmans Pl

City and State: Mantoloking

NJ Zip Code: 08738

Loan Number: 960002

7069

My financial circumstances since entering into the above referenced loan have changed substantially and I am no longer financially able to maintain the loan payments.

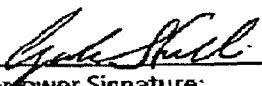
The following changes or events have occurred and are preventing me from maintaining current and/or future payments on my loan.

I miss my husband's business doings

Caused his hardship. Which then

the passing of his death left me

with a bigger hardship



Borrower Signature:

Borrower Signature:

4-16-19

Date:

Borrower Signature:

Borrower Signature:

Date:



15480 Laguna Canyo  
Suite 100  
Irvine, CA 92618  
888.699.5600 toll free  
949.341.0777 local  
949.341.2200 fax  
www.rushmorem.com

Rd.

### Credit Report Authorization

Angela France

Full Name

Full Name

142-36-0411

Social Security Number

Social Security Number

316 Dutchmans Pt # R3

Address

Address

Hatchet Bay Beach

City

MI

State

08738

Zip

City

State

Zip

Home Phone: —

Home Phone: —

Work Phone: —

Work Phone: —

Cell Phone: 215 262 7152

Cell Phone: —

#### Non-borrowers:

I/We give permission for Rushmore Management Services to obtain my/our credit report in connection with the servicing of my/our loan, including periodic reviews, loss mitigation, and collection activities.

Signature

Date

Signature

Date

#### All Vermont residents:

I hereby give permission to obtain my credit report in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account. *Vt. Stat. Ann. Tit. 9, 2480e(c)(1)*.

Signature

Date

Signature

Date

**Exhibit C.**

**Letter Regarding Submittal of Short Sale Purchase Offer**

**Dated: April 25<sup>th</sup> 2019**



*An Attorney Licensed to Practice before the Courts of  
New Jersey, Pennsylvania and New York\**

2 East Broad Street (Second Floor) P.O. Box 45  
Hopewell, NJ 08525 Hopewell, NJ 08525  
267-250-4798 (phone)  
609-423-0938 (fax)  
GPC@CorveleynLawFirm.com

April 25, 2019

**Via Email, FCM and Fax**

ROMANO GARUBO & ARGENTIERI  
Emmanuel J. Argentieri, Esquire  
5926452 Newton Avenue,  
P.O. Box 456  
Woodbury, New Jersey 08096  
(856) 384-1515  
[eargentieri@rgalegal.com](mailto:eargentieri@rgalegal.com)

**Re: In re: Fanelli, Angela – Case No. 19-11130/AMC  
Lender's Motion for Relief from Stay – Sheriff's Sale**

Dear Mr. Argentieri:

Please be advised that this Firm represents Angela Fanelli, the Debtor in the above referenced bankruptcy case, but only in the capacity as the owner and seller of real property located at 316 Dutchmans Point Road, Mantoloking NJ 08938 (the "Property"). This firm will be representing the owner/seller in the short sale. The Debtor's bankruptcy counsel, Mr. Servin is carbon copied hereon. The purpose of this correspondence is to notify you of the verbal extension of the Sheriff's Sale date on the Property based upon the Debtor's completion and submission of an application for short sale. All pending documentation will be similarly submitted before the end of this week. Please see attached.

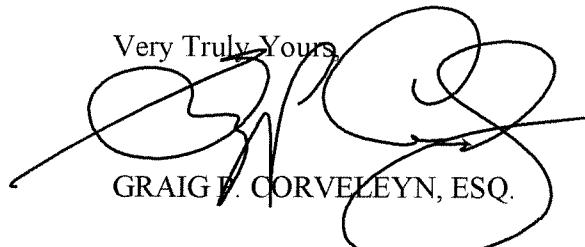
In short, the Property is in the best position to be sold at this time, providing additional security to the lender in the first position. Title search and judgment review are also pending. The Seller hereby requests the formal adjournment of the sheriff's sale in accordance with the internal records of the lender as well as an adjournment to the motion for stay relief to enable the lender to confirm the subsequent adjournment of the Sheriff's Sale to coincide with the planned contract sale. To the extent additional verification from the lender is needed, please contact me or Mr. Servin with your client contact information and we will gladly verify with your client.

[www.CorveleynLawFirm.com](http://www.CorveleynLawFirm.com)

\*Counsel represents debtors in bankruptcy proceedings and prepares pleadings under Title 11 of the United States Code. Counsel also represents creditors seeking to collect debts. This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

April 25, 2019  
Page 2

Thank you for your time and attention.

Very Truly Yours,  
  
GRAIG P. CORVEEYEN, ESQ.

GPC/  
Encl.

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

In Re: : Chapter 13

ANGELA S. FANELL: Case No. 19-111300-AMC  
Debtor :

v.

U.S. Bank National Association as  
Legal Title Trustee for Truman 2013  
SC4 Title Trust

Movant,

Creditor:

**STIPULATIONS & OBJECTIONS REGARDING MOTIONS**

Debtor Angela S. Fanelli (Herein “Debtor”), in objection to U.S. Bank National Association as Legal Title Trustee for Truman 2013 SC4 Title Trust / Movant (“Movant”) Motion for Granting of Stay Relief from Bankruptcy, hereby submit the following stipulation and objections regarding certain facts that have been introduced by Movant in their Motion for Relief:

**I. Stipulated Facts and Objections**

1. Stipulated Fact: Movant Request for Granting Relief from the Automatic Stay:
  - a. Objection: The Debtor has submitted a Completed Short Sale Application Package with Proof of Funds from a Bonafede Third Party Buyer and is now waiting for determination and consideration of the purchase offer from the Creditor, US Bank, N.A. / Movant. The Creditor has a first lien mortgage position on the subject property which would be satisfied to a greater extent by the existing purchase offer. In addition, the Third-Party purchase offer includes funds for the settlement of additional unsecured creditor claims against the Debtor. These funds would greatly contribute towards the satisfaction of these unsecured creditor claims as well. Please See Exhibit A.) Purchase and Sale Agreement Dated 04/16/2019 and Exhibit B.)

Short Sale Certificate of Filing dated 04/30/2019 as consideration in support of the Debtors motion that this request be denied.

2. Stipulated Fact: Movant Request for Waiving of the 14 Day Requirement of Rule 4001, (a)(3), Movant request that Rule 4001(a)(3) is not applicable and Movant may immediately enforce and implement this Order in its entirety.

a. Objection: Movant does not have factual support as to why the request for waiving of the 14 day requirement of Rule 4001, (a)(3) should be waived and in fact, is contrary to the notification from Debtor's Authorized Representative on 04/25/2019 to the Creditors Counsel, that the Short Sale Mortgage Package had already been submitted to Movants representing Loan Servicer, Rushmore Loan Servicing for Consideration and requesting a halt to foreclosure proceedings while the package is under consideration as evidenced by Exhibit C. Further, granting this relief as a matter of routine risks working considerable hardship on Debtors, by effectively mooting any post-order remedies or relief they might seek which would be beneficial to Debtor, Secured Creditors, and Unsecured Creditors alike. If pre-petition default on an obligation or the mere fact that a creditor is speculating to be under-secured meant that the Bankruptcy Code provision for the 14-day stay of execution should be waived, there would be no reason for the rule to exist in the first place. These kinds of exceptions would eliminate the rule to begin with. If Movant is seeking to shorten or eliminate the fourteen-day stay pursuant to Rule 4001(a)(3) they must include in both their motion and proposed order, a concise statement of the factual basis for shortening or eliminating the stay in order to have such an exemption request be considered. Further, rules also require that the motion include a statement that Movant seeks relief from the 14-day stay of execution provided for in Rule

4001(a)(3) in the title of the motion. For these reasons, Debtor request the motion be denied

3. Stipulated Fact: Movant Request for Providing Prospective Relief/*IN REM* from Stay, and if case has been Dismissed and/or closed, to Reinstate and/or Reopen case for the purposes of Adjudicating this motion as to Certain Real Property.

a. Objection: Debtor has not serially filed motions for Bankruptcy to grant relief from Stay as stipulated by Movant. It is a material fact that the Debtors circumstances for filing for Bankruptcy Chapter 13 in Pennsylvania are due to a material change in the debtors financial circumstances both to respect of their potential earnings and settlement of unsecured creditors as well as the settlement of the secured creditors claims by Movant through the Mortgage Assistance application for Short Sale which involves the Debtors desire to Sell Certain Real Property rather than request for the Refinance / Loan Modification of the Certain Real Property as prior addressed in the previous Bankruptcy Chapter 13 Filing. There is no proof by Movant that shows any factual evidence of the Debtor serial filing for bankruptcy being in Bad Faith and the Debtor motions for this Stipulation to be removed / stricken from records and denied as a basis for granting of Stay Relief. Debtor motions that these request by movant be denied.

4. Stipulated Fact: Movant Request that any future bankruptcy by Debtor, Angela S. Fanelli or any other individual or entity claiming an interest of any kind whatsoever in the aforesaid realty shall not operate to stay the State Law Foreclosure proceedings of Movant, pending with the Superior Court of New Jersey including, but not limited to sheriff sale, without application to and further order of this Court with notice of Such Application to be provided by Emmanuel J. Argentieri Esquire, attorney for Movant.

- a. Objection: Movant Request does not meet with rules of legal Fairness and the rights of any individual or entity to seek protection from Bankruptcy Stay in any future event. The request being made by Movant, is solely for the basis of their Claim and has no points of fact to support such a request. Debtor motions to have this request denied.
5. Stipulated Fact: Movant Request that Movant join the Debtor and Trustee appointed in this case as Defendant in its Action(s) irrespective of any conversion to any other chapter of the Bankruptcy Code.
  - a. Objection: The United States Bankruptcy Code has been structured and organized into Chapters for specific reasons. Within these different chapters of the Bankruptcy Code, certain protections and remedies, rules and legal process exist which could conflict with other Chapter Codes. For this reason, the Debtor motions that the request be denied.
6. Stipulated Fact: Movant request that they shall serve this Order on any party who entered an appearance on the motion who were not already electronically served by this Court.
  - a. Objection: All Parties, whether they have entered an appearance on the motion or otherwise are entitled to proper due process and the rules of due process include that these parties be properly served. The Debtor motions that this request be denied and that Movant not be permitted to serve this Order without proper service and due process to all Parties.

**Filed In Pro Se**

Dated: **May 1<sup>st</sup>, 2019 (05/01/2019)**

By: Angela S. Fanelli

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